



Revision number:

Purchasing Agent: Debbie Gundersen  
(801) 538-3150

**Item: Voice Over IP Communications Systems, (turn-key installation, support and maintenance. Telephone Systems Associated with Adjunct Systems (voice mail, automated attendant, call manager & interactive voice response systems with VOIP capabilities) for Small and Large Systems**

Vendor: 950066A

Central Communications, Inc.  
dba: Intellisys  
2451 South 600 West #100  
Salt Lake City, Utah 84115

Internet Homepage:

[www.ccintellisys.com](http://www.ccintellisys.com)

Telephone:

(801) 975-7466

Fax number:

(801) 978-2233

Contact:

Robert Brown

Email address:

[Robert@ccintellisys.com](mailto:Robert@ccintellisys.com)

Brand/trade name:

3Com

Price:

See attached discount schedule

Terms:

Net 30

Effective dates:

02/08/2005 through 01/31/2008

Days required for delivery:

3 days (average)

Price guarantee period:

5 years

Minimum order:

None

Min shipment without charges:

Freight included in pricing

Other conditions:

Potential renewals not to exceed 01/31/2010

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**THIS IS A NEW CONTRACT. ALSO REFER TO CONTRACTS AR1850, AR1856, AR1857.**

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This statewide contract is an "AR" (Authorization Required) contract. Authorization is required before purchase can be made. The authorization requirements and procedure is detailed in the attachment to the contract. Order may be placed only after authorization is received. This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.



STATE OF UTAH CONTRACT NUMBER: **AR1855**

February 14, 2005

**AUTHORIZATION REQUIRED:** DAS/ITS (INFORMATION TECHNOLOGY SERVICES) ADMINISTERS STATE AGENCY PURCHASES FROM THIS CONTRACT. STATE AGENCIES (EXECUTIVE BRANCH) MUST COORDINATE THEIR PURCHASE THROUGH DAS/ITS AND MAY NOT PURCHASE DIRECTLY FROM THE CONTRACTOR.

PLEASE CONTACT BILL THEEL WITH DAS/ITS AT 801-538-3333 OR DAVID LEE AT 801-537-9251 FOR ASSISTANCE. DAS/ITS WILL CHARGE STATE AGENCIES BASED ON DAS/ITS' UNIVERSAL SURCHARGE RATE PLAN. POLITICAL SUBDIVISIONS (SUCH AS HIGHER EDUCATION, PUBLIC EDUCATION, CITIES AND COUNTIES) MAY PURCHASE DIRECTLY FROM THE CONTRACTOR WITHOUT STATE INVOLVEMENT.

## **ATTACHMENT B**

### **Intellisys Voice Over IP Communication Systems Price Discounts for AR1855**

**Pricing Discounts are off Current Global Price List**

1. Category B – 39%
2. Category D – 13%
3. Category F – 25%
4. Category G – 37%
5. Category J – 33%
6. Category S-1 – 13%
7. Category S-2 – 37%
8. Category I – 28%
9. Category K – 25%

**Appendix 5**  
**"Moves, Adds and Changes" (MAC)**  
**Pricing Schedules**

**Intellisys (3COM)**

**Standard Time and Labor Charges: 8 AM to 5 PM Monday - Friday (except holidays)**

<b>Order Charge:</b> for each "move, add and change" (MAC) order	Assessed	\$ N/A
<b>Hourly Labor Rate:</b> for on-site technical services	Charged	\$ 64.00
<b>Hourly Technical Telephone Consultation Rate:</b> for telephone consultation by technical systems specialists and for remote "moves, adds and changes" (MAC) work activity	Charged	\$ 64.00
<b>Hourly Travel Rate:</b> travel when "moves, adds and changes" (MAC) are performed on systems located outside of the Wasatch Front (Ogden on the North through Salt Lake City to Provo on the South)	Charged for	\$ 50.00
<b>Trip Charge:</b> for each "move, add and change" (MAC) order	Assessed	\$ 20.00
<b>Per Diem Rate (per day):</b> when "moves, adds and changes" (MAC) are performed on systems located outside of the Wasatch Front such that the distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-night	Charged	\$ 30.00
<b>Lodging Rate (per day):</b> when "moves, adds and changes" (MAC) are performed on systems located outside of the Wasatch Front such that the distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-night	Charged	\$ 60.00
<b>Miscellaneous (Other) Rate(s); specify/describe:</b> Cabling and paging systems		\$ 49.00
<b>Minimum Labor Billing Increment; for example 1/2 hour:</b>		1/2HR
<b>Additional Labor Billing Increment; for example 1/4 hour:</b>		1/2HR

**Non-Standard Time and Labor Charges: (after hours, weekends, holidays)**

<b>Order Charge:</b> for each "move, add and change" (MAC) order	Assessed	\$ N/A
<b>Hourly Labor Rate:</b> for on-site technical services	Charged	\$ 96.00
<b>Hourly Technical Telephone Consultation Rate:</b> Charged for telephone consultation by technical systems specialists and for remote "moves, adds and changes" (MAC)		\$ 96.00
<b>Hourly Travel Rate:</b> Charged for travel when "moves, adds and changes" (MAC) are performed on systems located outside of the Wasatch Front (Ogden on the North through Salt Lake City to Provo on the South)		\$ 75.00
<b>Trip Charge:</b> Assessed for each "move, add and change" (MAC) order		\$ 30.00
<b>Per Diem Rate (per day):</b> Charged when "moves, adds and changes" (MAC) are performed on systems located outside of the Wasatch Front such that the distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-night		\$ 30.00
<b>Lodging Rate (per day):</b> Charged when "moves, adds and changes" (MAC) are performed on systems located outside of the Wasatch Front such that the distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-night		\$ 60.00
<b>Miscellaneous (Other) Rate(s); specify/describe:</b> Cabling and paging systems		\$ 73.50
<b>Minimum Labor Billing Increment; for example 1/2 hour:</b>		1/2HR
<b>Additional Labor Billing Increment; for example 1/4 hour:</b>		1/4HR

NOTE: Indicate N/A if "Not Applicable"

*RB - 2-8-05*

A-5.1

## **Appendix 6**

### **Service Order Process**

#### **Overview**

1. Agency customers send requests for service to the ITS Order Desk.
2. Order writers issue an order to the appropriate vendor.
3. The vendor confirms to the Order Desk that they have received the order and provides the scheduled due-date.
4. The vendor works the order.
5. The vendor reports to the Order Desk when the order is completed and provides completion information.
6. The vendor invoices ITS (the invoice must reflect the order number).

**Contacts** – The vendor will provide the name of a contact person and a backup along with telephone and fax numbers as well as email addresses.

**Order Issuance** – Orders are faxed to vendors. In the near future, we expect to also be able to email orders. Orders will include the work requested, site contact information, order writer contact information and a requested due-date.

**Due-Dates** – The standard interval for routine orders at locations along the Wasatch Front (Provo to Ogden) is one business week. This date will be used whenever the agency customer does not specifically request otherwise. For large or complex orders or for locations outside the Wasatch Front, the vendor will provide the earliest reasonable date. If the agency customer requests a date longer or shorter than the standard interval, then the requested date will be shown, although it is understood that the vendor may or may not be able to meet a shorter interval.

**Confirmation** – Within one business day, the vendor will confirm to the order desk the receipt of the order and provide the scheduled due-date.

**Changes** – If the due-date is changed, then the vendor will notify the Order Desk and the agency customer as soon as possible. If the customer requests changes in the work to be performed, then the vendor will contact the Order Desk prior to performing the work so that the order can be modified.

**Completion** – The vendor will notify the Order Desk when the work has been completed and will provide any relevant completion information such as new telephone or extension numbers.

We agree to all items as explained in the repair process listed above.

**Appendix 9  
Repair Service  
Pricing Schedules**

# Intellisys (3COM)

**Standard Time and Labor Charges: 8 AM to 5 PM Monday - Friday (except holidays)**

<b>Order Charge:</b> Assessed for each repair service order	\$ N/A
<b>Hourly Labor Rate:</b> Charged for on-site technical services	\$ 64.00
<b>Hourly Technical Telephone Consultation Rate:</b> Charged for (repair service) telephone consultation by technical systems specialists	\$ 64.00
<b>Hourly Travel Rate:</b> Charged for travel when repair service is performed on systems located outside of the Wasatch Front (Ogden on the North through Salt Lake City to Provo on the South)	\$ 50.00
<b>Trip Charge:</b> Assessed for each repair service order	\$ 20.00
<b>Per Diem Rate (per day):</b> Charged when repair service is performed on systems located outside of the Wasatch Front such that the distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-night	\$ 30.00
<b>Lodging Rate (per day):</b> Charged when repair service is performed on systems located outside of the Wasatch Front such that the distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-night	\$ 60.00
<b>Miscellaneous (Other) Rate(s); specify/describe:</b> Cabling and paging systems	\$ 49.00
<b>Minimum Labor Billing Increment; for example 1/2 hour:</b>	1/2HR
<b>Additional Labor Billing Increment; for example 1/4 hour:</b>	1/4HR

**Non-Standard Time and Labor Charges: (after hours, weekends, holidays)**

<b>Order Charge:</b> Assessed for each repair service order	\$ N/A
<b>Hourly Labor Rate:</b> Charged for on-site technical services	\$ 96.00
<b>Hourly Technical Telephone Consultation Rate:</b> Charged for (repair service) telephone consultation by technical systems specialists	\$ 96.00
<b>Hourly Travel Rate:</b> Charged for travel when repair service is performed on systems located outside of the Wasatch Front (Ogden on the North through Salt Lake City to Provo on the South)	\$ 75.00
<b>Trip Charge:</b> Assessed for each repair service order	\$ 30.00
<b>Per Diem Rate (per day):</b> Charged when repair service is performed on systems located outside of the Wasatch Front such that the distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-night.	\$ 30.00
<b>Lodging Rate (per day):</b> Charged when repair service is performed on systems located outside of the Wasatch Front such that the distance from Salt Lake City combined with the magnitude of work to be performed necessitate staying over-night	\$ 60.00
<b>Miscellaneous (Other) Rate(s); specify/describe:</b> Cabling and paging systems	\$ 73.50
<b>Minimum Labor Billing Increment; for example 1/2 hour:</b>	1/2HR
<b>Additional Labor Billing Increment; for example 1/4 hour:</b>	1/4HR

NOTE: Indicate N/A if "Not Applicable"

2B 2-8-05

## **Appendix 10**

### **Repair Process**

#### Overview

1. Agency customers report problems to the ITS Help Desk.
2. The Help Desk issues a trouble ticket to ITS PBX Maintenance.
3. PBX Maintenance determines which vendor is involved and faxes or calls the vendor to report the problem.
4. The vendor resolves the problem.
5. The vendor notifies PBX Maintenance when the problem is resolved and provides any resolution information.
6. The vendor invoices ITS (the invoice must reflect the ticket number).

Contacts – The vendor will provide the name of a contact person and a backup along with telephone and fax numbers as well as email addresses.

Trouble ticket issuance – Standard priority tickets are reported via either fax or phone at the option of the vendor. If reported via fax, then the vendor will call PBX Maintenance within 1 hour to confirm receipt. All “high” and “urgent” priority tickets will be reported to vendors by phone with fax to follow if desired.

Updates – PBX Maintenance will call the vendors for updates as they deem necessary. If the volume of outstanding tickets is high, then a list of outstanding tickets will be faxed to the vendor nightly.

Completion – The vendor will notify PBX Maintenance when the ticket has been resolved. The vendor will provide relevant closure information including the name of the customer contact who confirmed that the problem was fixed and any other relevant information.

We agree to all items as explained in the repair process listed above.

**STATE OF UTAH - STATEWIDE CONTRACT**  
**CONTRACT NUMBER AR1855**

1. **CONTRACTING PARTIES:** This Statewide Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following CONTRACTOR:

Central Communications Inc. dba Intellisys

Name

2451 South 600 West #100

Address

Salt Lake City, Utah 84115

City

State

Zip

LEGAL STATUS OF CONTRACTOR

☐ Sole Proprietor  
Corporation

☐ For-Profit  
Corporation

☐ Partnership

Federal Tax ID# 87-0466143 Vendor # 950066A Commodity Codes: 72257 & 91579

Vendor Contact Person: Robert Brown Vendor Phone #: 801-975-7466

Vendor Fax #: 801-978-2233 Vendor email address: www.Ccintellisys.com

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this Contract is to provide:

Voice Over IP Communications Systems (3Com Brand). The equipment including ITS turn-key installation support and maintenance, telephone systems, associated adjunct systems (voice mail, automated attendant, call management and interactive voice response systems with VOIP capabilities. The telephone adjunct systems (equipment) must have the capability to accommodate location sizes of very small, under 10 ports to very large, 10,000 ports and be able to expand without requiring a "fork lift" upgrade to allow port growth and or enhance feature capabilities.

3. **CONTRACT PERIOD:** Effective date 2/8/2005 Termination date 1/31/2008 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal option: (2) year renewal & (1) 1 year renewal for a total of 6 years.

4. **PRICING AS PER THE ATTACHED PRICE LIST**

PAYMENT TERMS: Net 30

DAYS REQUIRED FOR DELIVERY: 3 days (Average)

MINIMUM ORDER: None

FREIGHT TERMS: Included in Pricing

5. **ATTACHMENT A:** Standard Terms and Conditions

**ATTACHMENT B:** Pricing Discounts, Schedule and Product List

**ATTACHMENT C:**

**Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**

6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**



a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

b. Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid # LW2904 dated May 4, 2002. (Award made 5/13/03 contract delay due to protest resolved February 1, 2005.)

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

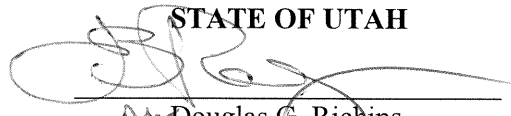
**CONTRACTOR**

  
\_\_\_\_\_  
Contractor's Signature

PRESIDENT  
\_\_\_\_\_  
Type or Print Name and Title

Date: 2-9-05

**STATE OF UTAH**

  
\_\_\_\_\_  
Douglas G. Richins  
For Director, Division of Purchasing

Date: 2/9/05

RFP #LW2904

**Standard Contract Terms and Conditions**  
**State of Utah, Statewide Contracts**  
(Request for Proposals)

**1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

**2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.

**3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.

**4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

**5. AUDIT OF RECORDS:** The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

**6. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

**7. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.

**8. HOLD HARMLESS:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.

**9. EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

**10. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**11. AMENDMENTS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.

**12. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.

**13. CANCELLATION:** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this proposal may be canceled without cause by the STATE upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to Contractor default may be immediate.

**14. TAXES:** Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

PB 2-8-05

**15. WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgment to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or falls of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**16. PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

**17. POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

**18. QUANTITY ESTIMATES:** The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

**19. DELIVERY:** The prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

**21. PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

**22. FIRM PRICES:** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

**23. PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing resulting from this proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

**24. ORDERING AND INVOICING:** Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust any invoice reflecting incorrect pricing.

**25. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card." All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

**26. MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

**27. PROPOSAL PREPARATION COSTS:** The STATE is not liable for any costs incurred by the offeror in proposal preparation.

**28. INSPECTIONS:** Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the

Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**29. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

**30. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

**31. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend Contractor from receiving future proposal solicitations.

**32. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**33. HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

**34. NON-COLLUSION:** By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent proposing or competition.

**35. PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

**36. CONFLICT OF TERMS:** In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern.

**37. LOCAL WAREHOUSE AND DISTRIBUTION:** The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

Revision date: 3/14/2002

TB 2-8-05



STATE OF UTAH CONTRACT NUMBER: **AR1855**

February 14, 2005

FINET COMMODITY CODE(S):

72557000000 - TELECOMMUNICATIONS DISPLAY TERMINALS

91579000000 - TELECOMMUNICATIONS SERVICES (NOT OTHERWISE CLASSIFIED)

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